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titles would be incalculable. The general considerations of justice and expediency dictate that the rule followed in these cases is the better one. However, in a few states such recognition of or acquiescence in a line is merely evidence in regard thereto and may be contradicted, *Bohny v. Petty*, 81 Tex. 524; *Whitcomb v. Dutton*, 89 Me. 212: *Hathway v. Evans*, 108 Mass. 267.

CARRIERS—INJURIES TO PASSENGERS BY SERVANTS—DIFFERENT CREWS.—HAYNE V. UNION ST. RY. CO., 76 N. E. 219 (MASS.).—The conductor of one of the defendant's cars threw, in sport, a dead hen at the motorman of the car on which the plaintiff was riding, but missed the motorman and injured the plaintiff. *Held*, that the fact that the conductor was a member of a crew of a car other than the one in which the plaintiff was at the time made no difference as regards the defendant's liability.

Common carriers are under an obligation arising out of the nature of their employment and on grounds of public policy to provide for the safety of their passengers. *Penn. Co. v. Roy*, 102 U. S. 451. So they are liable for the wilful or negligent acts of their employees which result in injury to passengers; *Gillenwater v. Madison & Indianapolis Ry. Co.*, 5 Ind. 339; there being a special duty to protect passengers against the insults and violence of their own servants; *S. Kan. Ry. Co. v. Rice*, 38 Kan. 398; as well as a contract with the passengers to secure them against personal rudeness, abuse and violence. *Spohn v. Mo. Pac. Ry. Co.*, 101 Mo. 407. There seems to be no reason why this doctrine of liability of the company for the acts of its servants should be confined to those on a particular car and so it was held, in *Atlanta St. Ry. Co. v. Bates*, 103 Ga. 333, that there was no reason why common carriers should not be liable for the acts of all their servants and not merely the ones having in charge the particular car on which the injured passenger was at the time of the injury.

CARRIERS—PASSENGERS' EFFECTS (MONEY)—LOSS—LIABILITY.—KNIERIEM V. N. Y. CENT. & H. R. R. CO., 96 N. Y. SUPP. 602.—Plaintiff and wife were passengers on defendant's railroad. Owing to an accident to the road, the plaintiff sustained the loss of $1,800 carried in the hand bag of his wife. *Held*, that to recover, the jury must be satisfied that the money or part of it was necessary for a prudent person to carry, allowing reasonably for accident or illness or sojourning. McLaughlin and Patterson, JJ., *dissenting*.

In a case decided in New York in 1850, it was held that carriers were not liable for money carried by passengers in their trunks, even though the amount was only sufficient for traveling expenses. *Grant v. Newton*, 1 E. D. Smith, 95. Similarly in *Doyle v. Kiser*, 6 Ind. 242, the passenger was allowed to recover value of clothing lost in a bag, but not money. These cases have generally been overruled and it is held that passengers may recover for money lost to the extent of that which is necessary, etc., for the journey. *Johnston v. Stone*, 30 Tenn. 419; *Mo. Pac. Ry. Co. v. York*, 2 Wilson, Civ. Cos. Ct. App. (Tex.) 639; *Merrill v. Grinnell*, 30 N. Y. 594. The last case holds that the amount of money to be recovered is to be governed by the requirements of the entire proposed journey and not for a particular portion thereof. In cases of gross negligence even more may be recovered. *Jordan v. Fall River R. Co.*, 59 Mass. 69. The carrier's liability does not extend to money carried for the purpose of making purchases. *Hickox v. Naugatuck R. Co.*, 31 Conn. 281; nor to large sums not expressly put in its charge with notice. *Hutchings v. Western, etc. R. Co.*, 25 Ga. 61; *Orange Co. Bank v. Brown*, 9 Wend. (N. Y.) 85.